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67-02

A G R E E M E N T

between

Bloomfield Board of Education

and

Bloomfield Administrators Association

July 1, 1970 to June 30, 1971


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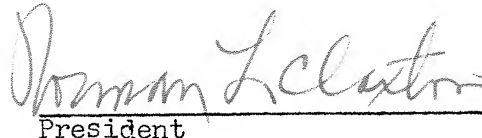
BOOK DOES  
NOT CALCULATE

1- PREAMBLE


This Agreement of fourteen (14) pages entered into this 18<sup>th</sup> day of November, 1970, by and between the Board of Education of the Town of Bloomfield, New Jersey, hereinafter called the "Board" and the Bloomfield Administrators Association, hereinafter called the "Association" is for the school fiscal year beginning July 1, 1970 and ending June 30, 1971 and is in accordance with Chapter 303, Laws of 1968.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals or caused this instrument to be duly executed by their proper officers and their seal affixed, the day and year first above written.

  
\_\_\_\_\_  
President  
Bloomfield Board of Education

  
\_\_\_\_\_  
President  
Bloomfield Administrators Association

Attest:

  
\_\_\_\_\_  
Secretary  
Bloomfield Board of Education

  
\_\_\_\_\_  
Secretary  
Bloomfield Administrators Association

## 2- RECOGNITION

- WHEREAS, the Bloomfield Administrators Association represents the majority of the administrative employees of the Bloomfield Board of Education whose salaries are determined in accordance with the principals' salary guide, and
- WHEREAS, Chapter 303 of the laws of 1968 provides that an association which enrolls the majority of public employees in specific category of employment is the legal negotiating unit for such employees, now, therefore, be it
- RESOLVED, that the Bloomfield Board of Education recognizes the Bloomfield Administrators Association as the official negotiating unit for those persons on the principals' salary guide who are under contract to the Bloomfield Board of Education for the school year 1970-1971.

## 3- NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations in accordance with Chapter 303, Public Laws of 1968 in a good faith effort to reach an agreement on matters concerned with the terms and conditions of administrative employees employment and grievance procedures. Such negotiations shall begin not later than November 1 of the calendar year preceding the school fiscal year in which this Agreement shall be in effect. Any agreement so negotiated shall apply to all administrative personnel, be reduced to writing and be signed by the Board and the Association.
- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals. The Board shall make available to the Association for inspection, records deemed to be pertinent to the conditions of employment except those defined as classified and confidential by the State Department of Education. Not later than January 15 of each year, the Board shall provide the Association with a tentative budget figure for the next school fiscal year.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be authorized to make proposals, consider proposals, and make counterproposals in the course of negotiations; however, final authority to approve proposals shall rest with the Board of Education and the Bloomfield Administrators Association according to the Constitution and By-Laws of the Association.
- D. The representatives of the Board and the representatives of the Association's negotiating committee shall meet upon request for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.

### 3- NEGOTIATION PROCEDURE (cont'd)

1. Each party shall submit to the other, in writing, at least three (3) days prior to the meeting, an agenda covering matters they wish to discuss.
  2. All meetings between the parties shall be scheduled to take place at a mutually convenient time.
  3. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing and submitted to the Board and to the Association for consideration.
- E. This Agreement shall not be modified in whole or in part nor shall additional items be added by the parties except by an amendment in writing approved by the Board and the Association.
- F. If the Board and the Association are unable to agree, then either party may request of the other that the matter shall be submitted to advisory mediation. Such requests shall be in writing, and the acquiescence therein shall also be in writing. If either party refuses such request, the matter will be referred to the New Jersey Public Employment Relations Commission.

The Board and the Association each shall select an advisor and notify the other of the advisor selected within ten (10) work days after the request for advisory mediation. A third member, who shall be chairman, shall be named by the first two within ten (10) work days.

This advisory board shall report recommendations for settlement within ten (10) work days. The recommendations shall be submitted to both parties and shall be made public.

Each advisor shall be paid by the party selecting him, and the expense of the chairman shall be shared equally by the Board and the Association.

- G. In the event an agreement cannot be reached, the matter shall be referred to the New Jersey Public Employment Relations Commission for fact finding and/or advisory mediation.

### 4- GRIEVANCE PROCEDURE

#### Definitions

1. A "grievance" is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of an employee or group of employees and/or the interpretation, meaning or application of any of the provisions of this Agreement.
2. An "aggrieved person" is the person or persons making the claim.

#### 4- GRIEVANCE PROCEDURE (cont'd)

3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. Two classes of grievances shall be considered:
  - a. A Class A grievance shall be an informal, personal, individual grievance. This grievance shall be one brought by an individual, and only an individual, in behalf of himself alone, in which the aggrieved person judges that his interests are best served by keeping the grievance confidential.
  - b. Class B grievances shall constitute all other grievances.

#### Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of employment of employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with terms of this Agreement.

#### Procedure

Each employee has a right to be heard by his principal, assistant superintendents, superintendent, and board of education, on conditions concerning his employment. It is understood that he will proceed through the levels outlined in this procedure.

All employees, including grievant or grievants, shall continue under the direction of the superintendent and other administrators, regardless of the pendency of the grievance until such grievance is officially resolved. The continuance of duty will not constitute an agreement as to the disposition of the grievance.

It is the intent of both parties in interest to process all grievances as expeditiously as possible.

#### For Class A Grievances

##### Level 1

Any aggrieved person may present his grievance to his principal/assistant superintendents. After discussion of the grievance, the principal/assistant

### For Class A Grievances (cont'd)

superintendents must reach a decision within six (6) work days of the date in which the grievance was presented in writing.

#### Level 2

If no resolution has been reached at Level 1, the grievance may be submitted in writing to the superintendent of schools within ten (10) work days. The superintendent must rule on the grievance within ten (10) work days. If the superintendent does not deem the grievance personal enough to fall within the Class A grievance category, it may only be continued under the Class B category and shall be resumed at Level 2.

#### Level 3

If no resolution has been reached at Level 2, the grievance may be submitted in writing to the Board within ten (10) work days. The Board must rule on the grievance within fifteen (15) work days. A party in interest may not be represented by any minority organization nor shall the minority organization present or process his grievance.

### For Class B Grievances

#### Rights of Employees to Representation

Any party in interest may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

#### Level 1

Any aggrieved person must present his grievance to his principal/assistant superintendents within (30) work days of the occurrence. After discussion of the grievance, the principal/assistant superintendents must reach a decision within six (6) work days of the date in which the grievance was presented.

#### Level 2

If no resolution has been reached after the six (6) work day period, the aggrieved person may present his grievance to the Association within ten (10) work days. This presentation must be made in writing. This presentation will be made for the purposes of studying the merit of the grievance and/or to see if the grievance can be resolved through the grievance committee. The grievance committee reserves the right to consult with the aggrieved person's principal/assistant superintendents in order to facilitate resolution of said grievance. A decision must be reached at this level within six (6) work days.

Rights of Employees to Representation (cont'd)

Level 3

If no resolution has been reached at Level 2, the grievance may be submitted in writing to the superintendent of schools within ten (10) work days. The superintendent must rule on the grievance within ten (10) work days. He shall respond, after hearings, within this period in a written communication, a copy of which shall be forwarded to the Association.

Level 4

If no resolution has been reached at Level 3, the grievance may be submitted in writing to the Board within ten (10) work days. The Board must rule on the grievance within fifteen (15) work days. The Board shall respond in writing within this period to the individual or group presenting the grievance and shall inform the Association of its action.

Level 5

If Level 4 does not result in resolution, the aggrieved person may request in writing within ten (10) work days that the Association, through the proper officers and/or committees, submit the grievance to mediation. If the Association feels that the grievance is meritorious, it may submit the grievance to mediation within ten (10) work days after receipt of this request by the aggrieved person.

The Board and the Association will each name one advisor. A third member, who shall be chairman, shall be named by the first two.

This advisory board shall report recommendations for settlement within ten (10) work days. The recommendations shall be submitted to both parties and shall be made public.

Each advisor shall be paid by the party selecting him and the expense of the chairman shall be shared equally by the Board and the Association.

Level 6

If the grievance is not resolved, the grievance shall be presented to the New Jersey Public Employment Relations Commission for fact finding and/or advisory mediation.

Miscellaneous

1. If, in the judgment of the Association Grievance Committee, a grievance affects a group or class of employees, the Grievance Committee may submit such grievance in writing to the superintendent directly and the processing of such grievance shall be commenced at Level 2. The Association Grievance Committee may process a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

Miscellaneous (cont'd)

2. Decisions rendered at Level 1 under Class B Grievances which are unsatisfactory to the aggrieved person, shall be in writing setting forth the decision and the reasons therefor and shall be transmitted promptly to all parties in interest and to the chairman of the appropriate association committee.
3. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
5. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofor referred to in this section.

5- BOARD OF EDUCATION'S LEGAL PREROGATIVES

Nothing in this agreement shall be construed to diminish or remove from the Bloomfield Board of Education, the authority or responsibilities which are vested in it by New Jersey Revised Statutes Title 18A.



## 6- ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the school district, including but not limited to: Annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations, agenda and minutes of all Board meetings, census data, and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the Administrators, Staff and their students, together with information which may be necessary for the Association to process any grievance or complaint.
- B. Whenever any representative of the Association or any Administrator is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay.
- C. Representatives of the Bloomfield Administrators Association and also representatives of the New Jersey Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- D. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The Business Office and the principal of the building in question shall be notified in advance of the time and place of all such meetings. Approval will be contingent upon prior scheduled use.
- E. The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary.
- F. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the Administrators, and to no other Administrators organization.

## 7- ADMINISTRATORS RIGHTS

- A. Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every employee of the Board in an Administrative capacity (exclusive of the Superintendent of Schools) shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the Laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any Administrator in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968 or other laws of New Jersey or the Constitutions of New Jersey and the United States, that it shall not discriminate against any Administrator with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its

## 7- ADMINISTRATORS RIGHTS (cont'd)

affiliates, collective negotiations with the Board, or his institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

- B. Nothing contained herein shall be construed to deny or restrict to any Administrator such rights as he may have under New Jersey Schools Laws or other applicable laws and regulations. The rights granted to Administrators hereunder shall be deemed to be in addition to those provided elsewhere.
- C. No Administrator shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- D. No Administrator shall be subject to coercion, discrimination or reprisal for participation in Local, County, State or National Administrators Associations sponsored activities, including those of the parent organizations. No Administrator will be subject to coercion, discrimination or reprisal for non-participation in the above.

## 8- TERMS AND CONDITIONS OF EMPLOYMENT

### A 1 Calendar

The calendar will be adopted by the Board of Education after consultation with the Administrators Association.

### A 2 Work Year

Same as heretofore. To be a matter of mutual discussion for 1970-71.

### B Promotion

The Association shall be informed of all administrative vacancies.

## 9- Rules Governing Employees' Absences

All prior rules governing employees' absences are hereby rescinded.

### I. Allowance for Personal Illness

1. An employee having less than 10 years continuous service shall be allowed sick leave with full pay at the rate of one day per month employed in any school year.
2. An employee having more than ten years continuous service shall be allowed sick leave with full pay at the rate of two days per month employed in any school year.
3. In case of sick leave claimed, the Board may require a physician's certificate to be filed with the Secretary of the Board of Education.
4. Sick leave is hereby defined to mean the absence from his or her post of duty, of the employee because of personal disability due to illness or injury, or because he or she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household.
5. If any employee requires in any school year less than the above specified number of days of sick leave with full pay allowed, a maximum of ten days (ten month employees) or twelve days (twelve month employees) of such leave not utilized that year shall be accumulative to be used for additional sick leave as needed in subsequent years.

### II. Extended Absence for Illness

When absence, under circumstances described above, exceeds the annual leave and the accumulated leave, the Board will consider each case on its individual merits.

### III. Allowance for Absence Other than Personal Illness

This policy shall cover brief absences not chargeable to sick leave or for professional reasons directly beneficial to the school system. The provisions for leave at full pay stated below shall be for one year, and no unused days shall be accumulative for use in another year:

1. Death in the Immediate Family - An allowance of up to five days leave shall be granted.

Definition: Immediate family shall include - husband, wife, mother, mother-in-law, father, father-in-law, child, sister, brother, grandfather, grandmother, or anyone making his or her home with the family or anyone who actually stands in the position of a member of the immediate family to the employee.

2. Serious Illness in the Immediate Family - An allowance of up to three days leave shall be granted. (Immediate family same as (1) above).

3. Death of Relative of the Second Degree - An allowance of one day's leave shall be granted.

Definition: Uncle, aunt, niece, nephew, cousin or relative by marriage.

- IV. Other Emergencies of Personal Nature - An allowance of up to a total of three (3) days leave during a school year, with prior approval, by the Superintendent of Schools for the following reasons:

(The three (3) day allowance is the total leave for a, b, c, and d. It is not three days leave for each).

- (a) Observance of a day of holy obligation (days on which the religious tenets of an employee's faith prohibits work).
- (b) Court subpoena.
- (c) Marriage of employee.
- (d) Any other emergency or urgent reason not included in (a) to (c) above, if approved by the Superintendent of Schools or the Board of Education.

- V. An allowance of a total of one (1) day leave during a school year, with prior approval, for the following:

(The one (1) day allowance is the total leave for a, b, c, d, e, f, g, h, i, and j. It is not one day for each).

- (a) Moving.
- (b) House closing.
- (c) Graduation of son, daughter, or spouse from college.
- (d) To receive a degree.
- (e) To take a special professional examination.
- (f) To enter a son or daughter into his or her first year of college, provided a formal request is made to the Superintendent at least one week prior to the day requested.
- (g) To settle an estate.
- (h) For paternity.
- (i) One (1) day will be allowed for both moving and house closing, if required.
- (j) Any other emergency or urgent reason not included in (a) to (i) above, if approved by the Superintendent of Schools or the Board of Education.

For the protection of the employee and for proper payroll accounting and audit, every absence for a half day or more must be accounted for on the regular Board of Education Employee's Absence Report.

## 10- SABBATICAL LEAVE REGULATIONS

Definition: In these regulations, the word "teacher" is defined as including administrative, supervisory, special services, and teaching personnel, who hold an appropriate state certificate for the positions in which they serve.

1. Any teacher who has completed seven or more consecutive years of full time service in the Bloomfield Public Schools may, upon recommendation of the Superintendent, be granted leave of absence for one or two semesters for study or travel. After each subsequent period of seven or more years of such service, a further leave for study or travel may be granted.
2. Application for such leave shall be made prior to the fiscal period for which such absence is requested. Such application shall be made upon a regular form furnished by the Board of Education and shall indicate a program, approved by the Superintendent, to be followed by the teacher during the period of the leave.
3. As a condition to such leave the teacher shall enter into a contract to continue in the service of the Bloomfield Public Schools for a period of at least two years after the expiration of the leave of absence. Failing to so continue in service, the teacher shall repay to the Board of Education of Bloomfield a sum bearing the same ratio to the amount of salary received while on leave that the unfilled portion of the two subsequent years of service bears to the full two years, unless the teacher is incapacitated or has been discharged.
4. The salary granted to a teacher on such leave shall be one half of the salary (to which he or she would be entitled if not on leave) for two semesters of leave, or full salary (to which he or she would be entitled if not on leave) for one semester of leave. From such salary shall be deducted monthly regular deductions for the teachers pension and annuity fund and any other deductions for which the teacher has personally contracted. Salary payments shall be made monthly in accordance with the general time schedule for payment of salaries in the school system.
5. Not more than two per cent of all teachers of the system shall be granted sabbatical leave for the same semester. In granting such leaves of absence due consideration shall be given to seniority and the reasonable and equitable distribution of the applicants among the different schools and departments. At all times the needs of the school system as a whole shall be paramount.
6. Teachers on such leave may not associate for compensation with any person, persons, or organizations during the school year, unless the Board of Education and Superintendent approve such association. This is not intended to exclude any scholarship or grant in aid that a teacher might receive to further his or her education.
7. Teachers on such leave must be willing to make a report or reports as the Superintendent may require.
8. Teachers on such leave shall be considered as in the employ of the Board of Education of Bloomfield and the time spent shall count as regular service.
9. Applicants shall agree to abide by all the foregoing conditions determined by the Board of Education to govern such leaves of absence.

**11- SALARY GUIDE AS ADOPTED BY THE  
BOARD OF EDUCATION OF THE TOWN OF BLOOMFIELD, NEW JERSEY  
February 18, 1970**

RESOLVED, that the following schedule shall be and hereby is adopted as a guide for the salaries of employees of the Board of Education, effective as to the Principals and Director of Guidance, only upon recommendation of the Superintendent of Schools when said recommendations have been approved by the Board. The following guide shall not under any circumstances be considered as mandatory or binding upon the Board of Education or as entitling any employee to any salary therein mentioned unless and until the same has been specifically fixed by the Board of Education upon recommendation as aforesaid.

**SALARY GUIDE FOR PRINCIPALS  
Effective July 1, 1970**

**Sr. High School Principal - 12 Months**

1. \$18,389
2. 19,298
3. 20,007
4. 20,716
5. 21,425
6. 22,134
7. 22,843
8. 23,552

(\$709 annual increment)

**Sr. High School Vice Principal - 12 Months**

1. \$15,831
2. 16,376
3. 16,921
4. 17,466
5. 18,011
6. 18,556
7. 19,101
8. 19,646

(\$545 annual increment)

**Sr. High School Asst. Principal, Jr.  
High School Vice Principal, Principal of  
George Morris School and Principal of Forest  
Glen School - 10 Months**

**Jr. High School Principal - 10 Months**

1. \$17,329
2. 17,874
3. 18,419
4. 18,964
5. 19,509
6. 20,054
7. 20,599
8. 21,144

(\$545 annual increment)

1. \$15,357
2. 15,732
3. 16,107
4. 16,482
5. 16,857
6. 17,232
7. 17,607
8. 17,982

(\$375 annual increment)

**Elementary Principals - 10 Months**

1. \$15,949
2. 16,393
3. 16,837
4. 17,281
5. 17,725
6. 18,169
7. 18,613
8. 19,057

(\$444 annual increment)

**Director of Guidance and  
Special Education Services - 10 Months\***

1. 16,047
2. 16,592
3. 17,137
4. 17,682
5. 18,227
6. 18,772
7. 19,317
8. 19,862

\*Adopted  
March 25,  
1970.

(\$444 annual increment)

\$225 additional after 20 years of service OR at age 60 and further, \$200 additional after 30 years of service (as of June 30, 1970 with at least ten consecutive years of service in Bloomfield).

## 12- HEALTH-CARE INSURANCE PROGRAMS

- A. The Board of Education will pay the premium for each employee and his eligible dependents (full family coverage) who enrolls in the health-care insurance program provided by the Board of Education.
- B. Provisions of the health-care insurance program shall be detailed in master policies on file in the Board of Education office and in individual certificates issued to those employees who enroll. The provisions of the health-care insurance program shall include:
  - 1. Hospital room and board and miscellaneous covered charges.
  - 2. Out-patient benefits.
  - 3. Laboratory fees, diagnostic expenses and therapy treatments.
  - 4. Maternity costs.
  - 5. Surgical costs.
  - 6. Major Medical coverage.

## 13- METHOD OF PAYMENT

- 1. Administrators will be paid twice per month.
- 2. Administrators who participate in the 10% summer savings plan will receive their summer payment check on the last day of school in June with their regular June payroll.